

# Exhibit

# E

**AIRCRAFT DRY LEASE AGREEMENT**  
**Amendment #1**

This Amendment #1 to Aircraft Dry Lease Agreement (the "Amendment #1") is made and entered into as of this 7<sup>th</sup> day of June 2016 ("Amendment #1 Effective Date") by and between Via Airlines, a company organized and existing under the laws of Delaware, having its principal place of business at 218 Jackson St. Maitland FL, 32751 (hereinafter referred to as "ViaAir") and PASS Charters, a Michigan corporation, having its principal place of business at 6544 Highland Road Waterford, MI 48327 (hereinafter referred to as "PASS") together the "Parties" agree as follows:

The Parties agree that it is to their mutual benefit to amend their Aircraft Dry Lease Agreement dated March 25<sup>th</sup>, 2015 (the "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby further agree to mutually waive any damages claims and modify the specific terms and conditions of the Agreement as set forth below:

1. Attachment C – Payment Schedule, Block Hours Variable Payment table shall be updated as follows:

	<u>ERJ-145</u>	<u>EMB-120</u>
First 450 Block Hours:	\$1,479.00	\$886.00
451 – 600 Block Hours:	\$1879.00	\$1186.00
600 + Block Hours:	\$2879.00	\$1486.00

2. The Table in Attachment D – Aircrafts shall be replaced with the following:

Aircraft Type	N-Number	Into service date	Period of Operation	Monthly Fixed
ERJ145	N841HK	July 1 <sup>st</sup> , 2016	Annual	(1) \$129,291
ERJ145	N824HK	August 1 <sup>st</sup> , 2016	Annual	\$129,291
ERJ145	N802HK	October 1 <sup>st</sup> , 2016	Annual	\$129,291
ERJ145	N825HK	November 1 <sup>st</sup> , 2016	Annual	\$129,291

- (1) On Aircraft 1, between June 14<sup>th</sup> and September 30<sup>th</sup> 2016, Pass shall make an initial payment of \$3,000 per Block Hour with the balance paid by Pass per the Agreement paid to ViaAir by October 1<sup>st</sup>, 2016.

- (2) End of Period of operation is defined as the end of March Madness.

- ViaAir and Pass will market the EMB-120 fleet however, exclusivity does not apply to this fleet.
- Pass shall have the option to reduce the number of dedicated Aircrafts to two aircrafts by September 1<sup>st</sup>. In that event the exclusivity shall not apply to the released airplanes.
- The Security Deposit detailed in Paragraph 6 of the Agreement shall continue to apply after this amendment will come into effect. The parties will discuss the Security Deposit in good faith at the end of the season to reach a mutually beneficial joint forward looking approach.
- Aircraft routing shall be determined by Pass customer needs.
- Ratification. Except as amended by this Amendment #1, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed and delivered as of the date above stated.

Via Airlines, Inc.

Amos Vizer

Title: Chairman

Date: 6/10/16

PASS Charters

William B. Larkin

Title: President

Date: 6/10/16